



il Direttore

ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

**Istituto Nazionale di Geofisica
e Vulcanologia
AOO INGV**

Protocollo Generale - U

N. 0001515

del 02/02/2018



Gestione WEB

Ai Direttori di Struttura
Ai Direttori di Sezione
Al Responsabile Centro Servizi – Ufficio per il Coordinamento
delle attività a Supporto della Ricerca
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 528/2018 del 23/01/2018 – Allegato G al Verbale n. 01/2018 concernente: Collaborative Agreement tra DGMK, l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e altri denominati "SECURE".

Tullo FEPE



Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 528/2018

Allegato G al Verbale n. 01/2018

Oggetto: Collaborative Agreement tra DGMK, l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e altri denominato "SECURE".

IL CONSIGLIO DI AMMINISTRAZIONE

- **VISTO** il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- **VISTA** la Legge 27 settembre 2007, n. 165, concernente la "Delega al Governo in materia di riordino degli Enti di Ricerca";
- **VISTO** il Decreto legislativo 31 dicembre 2009, n. 213, concernente il "Riordino degli Enti di Ricerca in attuazione dell'art. 1 della Legge 27 settembre 2007, n. 165";
- **VISTO** il Decreto legislativo 25 Novembre 2016, n. 218, recante *"Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge n. 124/2015"*;
- **VISTO** lo Statuto dell'Istituto Nazionale di Geofisica e Vulcanologia approvato con delibera del Consiglio di Amministrazione, in data 11 novembre 2010 - pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 90 del 19 aprile 2011, in particolare l'art. 6, comma 8, lettera s), il quale prevede che il CdA*approva le convenzioni e gli accordi quadro con le Università e con gli altri enti e organismi pubblici e privati, nazionali e internazionali*;
- **VISTO** il Regolamento di Organizzazione e Funzionamento dell'Istituto Nazionale di Geofisica e Vulcanologia emanato con Decreto del Presidente n. 503 del 14/10/2016 e pubblicato sul sito istituzionale;
- **VISTO** il Regolamento di Amministrazione, Contabilità e Finanza pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 113 del 18 maggio 2009;
- **CONSIDERATO** che l'Agreement "SECURE" mira a sviluppare le linee guida per uno sviluppo sostenibile e quindi una migliore condivisione pubblica. Oltre alla comunità, alla protezione civile e alle autorità di regolamentazione, i partners delle industrie sono potenziali utenti dei risultati del progetto;
- **VALUTATA** l'opportunità di sottoscrivere l'Agreement in questione;
- **CONSIDERATO** che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;
- **VISTI** i pareri favorevoli dei Direttori di Sezione e di Struttura competenti,

DELIBERA

L'approvazione dello schema di Agreement tra DGMK, l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e altri denominato "SECURE", allegato alla presente quale parte integrante e sostanziale (allegato 1).



Istituto Nazionale di Geofisica e Vulcanologia

Viene dato mandato al Presidente alla sottoscrizione definitiva dell'atto in questione.

Letto, approvato e sottoscritto seduta stante.

Roma, 23/01/2018

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

[Signature]

Collaborative Agreement

(„Agreement“)

between

DGMK Deutsche Wissenschaftliche Gesellschaft für Erdöl, Erdgas und Kohle e.V.

Represented by the Director, Dr. Hedwig Doloszeski

Überseering 40, 22297 Hamburg / Germany

- hereinafter referred to as „Coordinator“ -

and

Helmholtz-Zentrum Potsdam, Deutsches GeoForschungsZentrum

represented by the Executive Board, Prof. Dr. Reinhard Hüttl und Dr. Stefan Schwartze

Telegrafenberg, 14473 Potsdam / Germany

and

Johannes Gutenberg-Universität Mainz

represented by the President, Prof. Dr. Georg Krausch

Saarstrasse 21, 55122 Mainz / Germany

Executing institute: Institute of Geosciences

Johann-Joachim-Becher-Weg 21, 55128 Mainz / Germany

and

Ludwig Maximilians Universität München

represented by the Head of Finance, Frank Spiekermann

Geschwister-Scholl-Platz 1, 80539 München

Executing institute: Department of Earth- and Environmental Sciences

Theresienstraße 41/III, 80333 München / Germany

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en 1P

and

Universität Potsdam

represented by its President

whereas represented by its Registrar

Am Neuen Palais 10, 14469 Potsdam

Executing institute: Institute of Mathematics

Karl-Liebknecht-Str. 24-25, D-14476 Potsdam / Germany

– hereinafter referred to as „Research partner“ –

AND

DEA Deutsche Erdoel AG

Überseering 40, 22297 Hamburg / Germany

and

ENAGAS TRANSPORTES, S.A.U.

Paseo de los Olmos, 19 28005 Madrid / Spain

and

INGV Istituto Nazionale di Geofisica e Vulcanologia

Via di Vigna Murata 605, 00143, Roma / Italy

and

KNMI Koninklijk Nederlands Meteorologisch Instituut

Utrechtseweg 297, 3731 GA De Bilt / The Netherlands

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and

NAM Nederlandse Aardolie Maatschappij

Schepersmaat 2, 9405 TA Assen / The Netherlands

and

NORSAR

Gunnar Randers Vei, 2007 Kjeller / Norway

– hereinafter referred to as "Cooperation partners" –

– hereinafter Cooperation partners and Research partners jointly referred to as "Partners" –

related to a scientific collaborative research project named

SECURE

"Sustainable dEployment and Conservation of Underground Reservoirs and Environment"
(the „Project“)

Preamble:

Based on a collaborative agreement, signed on 22.08.2017 (the "Cooperation Agreement between the Research Partners"), Research partners have determined their rights and duties between themselves with respect to the Project. The Project is supported by the German Federal Ministry of Education and Research (grant-no.: 03G0872).

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Cooperation partners are willing to transfer appropriate sample material to the Research partners and contribute with their know how to the Project subject to the terms and conditions contained herein. The Partners intend to regulate their mutual rights and obligations within the Project by this Agreement.

On these premises the Partners agree to the following:

§ 1 Subject-matter of the Agreement

Subject-matter of the Agreement is the cooperation of the Partners in implementing the Project.

§ 2 Performance of the Collaborative Project

The Research partners' scope of work is described in the respective grant decisions made by the German Federal Ministry of Education and Research in combination with the overall working plan and time schedule.

The Cooperation partners' scope of work is limited to the transfer of material. In detail the following material will be transferred to the Research partners (only) / respectively to subcontractors identified and approved by the Cooperation partners as such in advance:

- a) DEA Deutsche Erdoel AG – seismic waveform data, generalized production data, generalized structural data, artificial but realistic data on fault distribution and orientation in a typical German Rotliegend gas reservoir
- b) ENAGAS TRANSPORTES, S.A.U. – 3D Geological Model for the Yela Underground Gas Storage reservoir and injection/production data since 2012.
- c) INGV Istituto Nazionale di Geofisica e Vulcanologia – seismic waveform data, structural data, technical data
- d) KNMI Koninklijk Nederlands Meteorologisch Instituut – seismic waveform data
- e) NAM Nederlandse Aardolie Maatschappij – seismic waveform data (provided by KNMI), seismic data from the deep borehole installation in Groningen, information on 3D velocities (provided by NORSAR), the NAM Groningen data package compiled for the preparation of the Mmax workshop
- f) NORSAR – NORSAR3D model of Groningen

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Each of the above mentioned material or information is referred hereinafter as "sample". The Cooperation Partner alone decides about the nature and extent of the data it transfers at its sole discretion. The Cooperation partners will provide detailed information about the quality of the data ("meta-data"), but the Cooperation partners do not warrant a specific quantity or quality of the samples or meta-data. The sample will remain the property of the transferring Cooperation partner even after its transfer to a Research partner. The sample will be returned to the owner on request, but in any case no later than 1 year after finishing the Project. With the Cooperation Partner's prior written consent the Research partner may use or destroy the material after finishing the Project.

Each Partner shall bear the cost of its participation in this Agreement.

§ 3 Coordination

(1) The Project will be coordinated by DGMK Deutsche Wissenschaftliche Gesellschaft für Erdöl, Erdgas und Kohle e.V. according to the rules of the Cooperation Agreement between the Research Partners.

(2) Each Partner will appoint a contact person (address, telephone, fax, email).

§ 4 Project Results – Information – Rights of Use

Project results are all results (reports and documents included) achieved by the partners by performing the Project (e.g. know-how; inventions; copyright protected rights; software).

The Research partners will inform the corresponding Cooperation partner about the project results achieved by using the samples supplied by the respective Cooperation partner. In other words: Each Cooperation partner will only be informed about the project results achieved with its samples.

The Research partners are aware that information or objects transferred by one Partner to the other are subject to the use within this Project. The Partners do not grant a right to use this information or these objects beyond the scope of this Project. Any use of transferred information or objects in relation to this Agreement does not constitute a right of prior use for intellectual property purposes.

The Research Partners grant to the respective Cooperation Partner having delivered the samples to the respective Research Partner a non-exclusive, perpetual, royalty free right to

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use those project results (excluding inventions and software) achieved by using the delivered sample for any purpose including but not limited to the purpose of implementing their respective tasks in the Project.

Further access rights on results might be granted separately on market conditions. The requesting Partner's contribution to the Project will be taken into account in the pricing of the license.

Cooperation Partners having delivered samples are entitled to receive a copy of the publication(s) containing the results, which were achieved by using their respective samples.

§ 5 Confidentiality

(1) The Partners will treat any and all samples, meta-data, business secrets, transactions and processes as well as any knowledge, inventions, documentation, commissions and business transactions of the other Partners that have become known to them and their respective employees and affiliates on the occasion of and/or in connection with the Project as confidential. The same applies to any other information that has been marked as confidential. The Partners will ensure that any employees, affiliates and third parties involved in the performance of the Project shall comply with this confidentiality obligation as set out herein. This obligation shall persist for a period of 5 years after the termination of this Agreement and/or the end of the contractual relationship, depending on which is later. The regulations laid down in § 6 remain unaffected.

(2) This confidentiality obligation does not apply, if and to the extent it can be established that the information in question

- is generally known or, becomes generally known other than through an wrongful act or omission of the receiving Partner, or
- has been legitimately obtained from a third party, provided such third party lawfully obtained such information and is not in breach of any confidentiality undertaking in relation thereto or
- has already been known to the receiving Partner prior to its transfer or has been developed independently of the Project as evidenced in the written documentations in the files of the receiving Partner, or
- is disclosed with the prior written consent of the transferring Partner; or
- is obligated to be produced under order of a court or governmental authority of competent jurisdiction. In such cases when disclosure is required by law, the receiving partner has – if legally permissible – to inform the transferring Partner about the required disclosure in advance and will keep the disclosed information at a minimum necessary to comply with such disclosure obligation.

§ 6 Publications

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- (1) The Research Partners shall be entitled to publish their project results according to the following conditions:
- Four weeks before submitting the planned publication to the respective journal the other Partners must be informed in advance.
 - The Research Partners may publish their own project results not based or referring to samples, data and/or meta-data solely according to the rules agreed upon in the Cooperation Agreement between the Research Partners.
 - If and when project results that are to be published are based on or refer to samples, data and/or meta-data provided by a Cooperation partner, reference to the origin of these samples may only be made after prior written consent of the respective Cooperation partner. Any publications containing project results or confidential information of a Cooperation Partner shall be agreed upon prior to publication and require the respective Partners prior written consent.
Said other Partner shall not withhold its consent to the publication without good reason. Such good reason shall be deemed to exist in particular, without limitation, if the publication or the publishing Partner, respectively, do not comply with the BVEG Guidelines for publication – Publishing geoscientific papers as of 08/2014 (Attachment). Consent shall be deemed as given, if the other Partner does not react to a presented publication within four (4) weeks. However, the other Partner may in any case demand that its data are anonymized before publication.
- (2) The Cooperation partners acknowledge the general obligation of the Research partners to publish the type, subject and results of any research project carried out within the institutions. To the extent that qualification studies (bachelor, master, doctoral, Ph.D, habilitation theses) are affected by the Project, the Cooperation partners will, but without waiving any rights under § 6 (1), take into account the doctoral and/or habilitation candidates' legal obligations and justified interests.
- (3) In order to limit possible difficulties on publication issues the Cooperation Partner(s) shall endeavour to indicate in writing upon transmission of the information(s) (e.g. samples, data and meta-data) to the Research Partner(s) if and to which extent a publication and/or a qualification study will possibly be approved by the respective Cooperation Partner.
- (4) For the avoidance of doubt the partners mutually agree to obey at all times to the rules of good scientific practice.

§ 7 Liability

- (1) The Partners will carry out the Project with due diligence and according to the current state of science and technology. The Partners do not warrant that the project results will be economically and technically exploitable and unencumbered by third-party intellectual property rights. Should a Partner become aware of any such third-party rights it will inform the other Partners without undue delay.

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(2) In the event of a breach of fundamental contractual obligations (i.e. obligations the non-performance of which would make it impossible to duly perform the Agreement and the compliance with which can, as a rule, be relied upon by the other Partners), the Partners shall be liable to each other for intent and for any negligence; in the event of slight negligence, however, liability shall be limited to contract-typical, foreseeable damage.

(3) For all other purposes, the Partners shall be liable to each other only for damage caused by intent or gross negligence. In the event of gross negligence, liability shall be limited to EUR 150.000,-.

(4) Limitations and/or exemptions from liability shall also apply for the benefit of the legal representatives, agents and employees of the Partners. They shall not apply in the event of injury to life, body, or health nor in the event of claims under the German Product Liability Act.

(5) With regard to information or materials supplied by one Partner to another no warranty or representation of any kind is made, given or implied as to the accuracy, completeness, sufficiency or fitness for purpose nor to the absence of any infringement on any proprietary rights of third parties. Should a Partner become aware of any such third-party rights it will inform the other Partners without undue delay.

§ 8 Written Form Requirement

Any alterations, modifications, amendments or supplements to this Agreement must be made in written form. This requirement may only be waived in writing.

§ 9 Severability

Should any provision of this Agreement be or become invalid, this will not affect the validity of the remaining provisions. The invalid provision shall rather be replaced upon mutually agreement between the partners by a valid provision which comes as close as possible to the invalid provision's meaning and purpose.

§ 10 Entry into Force/Termination

This Agreement will become effective upon signature by all partners. It will end on 30 June 2020. Notice of termination of this contract may only be given for important reasons, including but not limited to a violation of § 12 of this Agreement, in writing.

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§ 11 Applicable Law / Venue

This Agreement shall be construed in accordance with and governed by the laws of the Federal Republic of Germany excluding its conflict of law provisions. Exclusive venue shall be Hamburg, Federal Republic of Germany.

The Research partners must obey the respective rules laid down by the German Federal Ministry of Education and Research. In case the terms of this Agreement are in conflict with the terms of Ministry and or the according to the funding condition mandatory Cooperation Agreement between the Research Partners, the terms of this Agreement shall prevail. If the applicable rules of the German Federal Ministry of Education and Research and or the Cooperation Agreement between the Research Partners are in conflict with any confidentiality provisions laid out in this Agreement, the Partners undertake to amend this Agreement according to the procedures in section § 9 in a way that best protects the Cooperation partners' requirements of confidentiality.

§ 12 Compliance

The Partners shall carry out the Project in accordance with all applicable laws and regulations. In particular, the Research Partners shall ensure the compliance with their respective Higher Education Acts (Hochschulgesetze), as far as applicable. That includes - as far as applicable - the information of the competent authorities about this Project and the approval of this agreement.

Attachment:

BVEG Guidelines for publication – Publishing geoscientific papers as of 08/2014

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Hamburg,

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DGMK Deutsche Wissenschaftliche Gesellschaft für Erdöl, Erdgas und Kohle e.V.

Dr. Hedwig Doloszeski

Director of DGMK

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DGMK Deutsche Wissenschaftliche Gesellschaft für Erdöl, Erdgas und Kohle e.V.

Dr. Dominik Soyk

Head of Exploration and Production Division

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Mainz,

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Johannes Gutenberg-Universität Mainz (JGU)

Prof. Dr. Georg Krausch

President of JGU

Mainz,

.....
Johannes Gutenberg-Universität Mainz (JGU)

Prof. Dr. Boris Kaus

Executing Institute

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München,

.....
Ludwig Maximilians Universität München (LMU)

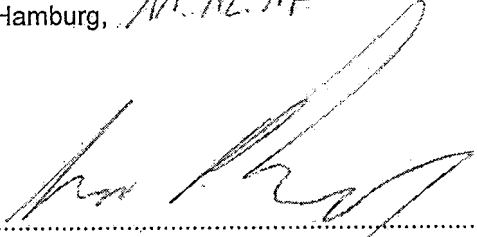
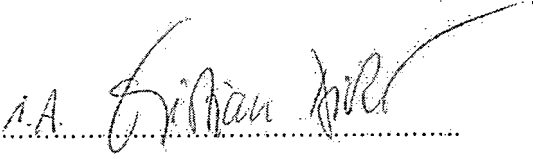
Frank Spiekermann, Head of Finance

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Dr. Wassermann, Principal Investigator

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Hamburg, 11.12.17

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DEA Deutsche Erdoel AG
Rene Pawel
Senior Vice President
.....

DEA Deutsche Erdoel AG
Dr. Christian Buecker
Manager Research & Development

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Guidelines for publication

Publishing geoscientific papers

September 2017

Bundesverband Erdgas,
Erdöl und Geothermie e.V.

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1. Basic principles

The exchange and the publication of scientific data as well as its evaluation are essential for the successful exploration and production of hydrocarbons. It is therefore desirable to intensify the communication at national and international levels between scientists working for corporations in the field of research, and the institutions. For this reason, corporations that are involved in exploration and production, and are members of the Bundesverband Erdgas, Erdöl und Geoenergie e.V., take a positive stand on publishing research. However, the respective authors' understanding is expected regarding certain restrictions of the data, collected under considerable financial expense, their know-how and the use of data evaluations. Restrictions are necessary to preserve the rights held by corporations.

The Geoscientific Board ("Geowissenschaftlicher Ausschuss"), appointed by the Bundesverband, is generally responsible for reviewing whether a proposed publication corresponds with the corporations' protection requirements. This task is delegated to those corporations that provided data. The guidelines of 1984 are specified more precisely in this revised version and adapted to current developments. Experience has shown that the work of authors was facilitated when guidelines offered information about the volume of data and findings allowed to be published and how to proceed for approval for publishing.

Publications based on industry-owned data should be produced primarily by staff of corporations that collected data and findings through investments or by those who collected data and produced findings commissioned by corporations (research cooperation with universities, colleges and state agencies, such as institutions). In the latter, a co-authorship with staff of those corporations who commissioned the work should always be strived for.

Staff of geologic agencies at federal and state level can also publish scientific papers based on the data collected via geologic exchange or via the obligation to supply due to the Bundesberggesetz (Federal Mining Act) and the Lagerstättengesetz (Mineral Deposits Act).

The principle that corporations which supply data are to be contacted before starting research in order to implement possible co-authorship with industrial scientists, also applies.

Generally, the complete manuscripts (abstracts, lectures and/or printing or posters) have to be submitted for authorisation.

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2. General guidelines

Requests for authorisation to publish have to be submitted to the respective consortium via the company that supplied the data.

Publications are:

- Abstracts for journals, conference documents and other materials
- Posters
- Presentations
- Articles in Journals, books such as printing or electronic media
- Books, study guides, guides for excursions and other
- Academic theses
- Audio and visual representations

Scheduled publications should be discussed in advance with the corporations/consortia that supplied data to avoid unnecessary revisions. Any publication based on unpublished data by the E&P industry has to be submitted for authorisation.

The respective corporations review submitted manuscripts benevolently and in the interests of facilitation of science and scientific dialogue in a short, but adequate time frame. If revisions are required, authors will be informed whether the manuscript has to be resubmitted. Conditions, required by an authorised consortium, are to be complied with. In exceptional cases, the Geoscientific Board can decide on the release and further use of information directly.

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3. Approval procedures

- Every publication has to be submitted for authorisation to the corporation that provided the data. The decision for publication clearance is made involving all associate corporations.
- Requests for authorisation have to be submitted in written form six weeks before scheduled publication at best, but at least four weeks before.
- Applications for authorisation have to contain at least an extract and all images. They are to be submitted in standard electronic digital format. Approval for a printed edition of an already approved presentation has to be applied for separately
- The decision on an application to publish will be communicated to the members of the Geoscientific Board. The author and title suffice for this. All applications and decisions to publish are centrally administered through the Geoscientific Board in this manner.
- If a request is addressed directly to the Geoscientific Board or the BVEG, it will be redirected to the leader of the respective consortium.

4. Comments on restrictions in publishing

4.1 Methodical publications

Generally, these publications are not subject to restrictions, if

- no usable know-how of corporations or that won from research co-operations of corporations with scientific institutions is affected and
- there is no direct connection to the exploration and exploitation goals of the corporations.

4.2 Representation of depth

Information on depth and location can be sensitive. The procedure will be decided on a case-by-case basis.

Restrictions on representation of depth (structural maps, cross sections, block models, seismic sections) depend on scale and the representation of data of drilling and measurements. There are few restrictions for generalized structural maps.

4.3 Reservoir data

Publishing of depths, petrophysical data, analysis values, pore fluids, parameters for reservoirs, such as pressure etc., and information on the content of reservoirs (reserves etc.) is generally restricted. Publications of case examples and aspects of methodical aspects can be authorised. It is recommended to seek approval by the corporations that provide the data for publishing before starting.

4.4 Geochemical data

The publication of geochemical data is also restricted. Here, it is also recommended to seek approval by the corporations that provide the data for publishing before starting.

4.5 Seismic and well log data

Representation of 2D/3D seismic and well log data is subject to broad restrictions. Geophysical data of surfaces is generally more conclusive than of single well log data, which means that publication of such data is only possible if no conclusions can be made on the aims of the exploration and exploitation.

5. Results of analyses financed with public funds

If studies and research proposals are in part or in total financed with public funds (eg. DFG) using data, interpretations, and provided results by corporations – publishing is generally common, desired and required.

Respective contracts/arrangements should consider possible restrictions, i.e. approval procedures should regulate publishing in such a way that publications by public institutions that are not obliged to supply information in accordance with the Environmental Information Act (UIG), are generally not authorised before agreed upon with the industrial affiliates.

6. Studies by public institutions that are obligated to supply information in line with UIG

Studies by public institutions that are obliged to supply information in accordance with UIG and that have been carried out on the basis of geoscientific data of the E&P industry have to be made available to the BVEG before publishing.

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